



Deck Remediation Agreement

Customer:

Project:

Beazer File Number:

Deck Restoration Incorporated (DRI) will perform metal deck repairs under the terms and conditions of the Sebago Class Action Settlement. Included in this service are the following:

1. DRI will register the project with The Claim Office and obtain the specified Coatings as set forth in the settlement documents.
2. DRI will initiate a Pre-Construction Meeting with the Customer's Roofing Contractor and owner prior to project commencement. DRI is available, upon request, to conduct Production Conferences with building occupants to properly prepare them for all aspects of deck remediation.
3. DRI will perform metal deck remediation as follows:
 - **Surface rusted metal decking** will be prepared utilizing steel bristled brushes that meet the profile of the existing metal decking. Debris created by this work will be vacuumed, bagged, and disposed of in the project dumpster (provided by others). DRI will provide and install Epoxy Coatings to prepared surfaces per manufacturer's specifications.
 - **Pitted metal decking** will be prepared and coated as described above and receive an additional layer of metal decking. Decking will be fastened utilizing Tek-style fasteners.
 - **Rusted through metal decking** will be removed and replaced with decking that conforms to existing profile.
4. DRI will photo document all deck remediation along with quantities, on a daily basis, prepare all documentation required in order to be compensated for the work including progress and final billings.

Project workday allowance: TBD total squares/ TBD workdays to be determined

DRI scope of work limited to items described above and subject to the enclosed **Important Trade Coordination Notes.**

Pricing:	Coat metal decking	\$TBD sq/ft
	Overlay metal decking	\$TBD sq/ft
	Remove & Replace decking	\$TBD sq/ft
	Interior Protection	\$TBD sq/ft

DECK RESTORATION INCORPORATED
5814 Briarwood Dr. Crystal Lake, IL. 60014
Phone # 877-FIX-1DEK Fax# 815-479-8246
www.deck-restore.com



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Compensation: DRI will prepare all Deck remediation payment requests for the project and forward them to The Claim Office. Payments for DRI work will be forwarded to Customer.

Payment Terms: Payments for DRI services are payable within **5** days of owners or authorized representatives receipt of deck remediation compensation from Claim Office.

Class Action Compliance Guarantee: If The Claims Office refuses payment, for any reason, the work is performed at **no cost to the owner.**

Important Trade Coordination Notes:

1. DRI intends to load and unload equipment and materials onto the roof in conjunction with Customer's Roofing Contractor (Roofer).
2. Roofer is responsible to remove all roofing and insulation debris from metal decking. Surface should be swept clean.
3. Interior protection and debris clean-up caused by roof and insulation removal are the responsibility of the Roofer. DRI interior protection and clean up are limited to areas in which they remove and replace metal decking.
4. Pricing is strictly based upon the noted workday allowance. Project exceeding workday allowance may be subject to per diem fees.
5. Workdays include all weekdays in which the 6:00am forecast calls for:
 6. 20 degrees or higher temperatures
 7. A 30% or less chance of precipitation
 8. 20 MPH or less winds
9. DRI is responsible for overspray caused by his work. Therefore, DRI foreman makes the ultimate call on applying coatings on days which present significant overspray risks. Additionally DRI may require vehicles be removed from any area he deems an unacceptable risk.
10. All permits are the responsibility of the Roofer.
11. In instances in which metal decking can not be nestled into existing deck profile DRI reserves the right to install 18 gauge flatstock over coated existing decking.
12. Perimeter fall protection as required by OSHA is the responsibility of the Roofer. Any fines incurred by DRI as a result of the Roofer's failure to comply are payable by the Roofer.
13. Interior painting of metal decking and installing fireproofing is not included in DRI scope of work.
14. Any decking removed by DRI must be stored onsite until released from The Claim Office. Roofer will be required to dispose of Decking for a mutually agreed upon fee payable by DRI.

Title

date

DRI

date

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